

Contract # 059193**STATE OF UTAH CONTRACT**

1. **CONTRACTING PARTIES:** This contract is between the following agency of the State of Utah:
Department of Transportation Agency Code: 810 Traffic Management, Division referred to as (STATE), and the following CONTRACTOR:

Information Station Specialists
Name

3368 88th Avenue
Address

Zeeland MI 49464
City State Zip

Contact Person Steve Whitcomb Phone (606)-772-2300 Email steve@theRADIOsource.com
Federal Tax ID#38-3388617 Vendor 21817B Commodity Code # 72527000000

LEGAL STATUS CONTRACTOR

☐ Sole Proprietor
☐ Non-Profit Corporation
☒ For-Profit Corporation
☐ Partnership
☐ Government Agency

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide the Utah Department of Transportation with a HAR System (Highway Advisory Radio) & equipment state wide.
3. **PROCUREMENT:** This contract is entered into as a result of the procurement process on RX# 4600000179 , FY05 Bid# DG5500.
4. **CONTRACT PERIOD:** Effective date 01 March 2005 Termination date 28, February 2007 unless terminated early or extended in accordance with the terms and conditions of this contract. (3) -1 year renewal options.
5. **CONTRACT COSTS:** CONTRACTOR This is a requirements Contract. The CONTRACTOR will be paid per the prices as detail in Attachment B, of the contract.
6. **ATTACHMENT A:** Division of Purchasing's Standard Terms and Conditions
ATTACHMENT B: Scope of Work and Pricing
ATTACHMENT C: Special Terms and Conditions
Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.
7. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
b. Utah State Procurement Code, Procurement Rules, and CONTRACTOR'S response to Bid #DG5500 dated 07/20/04 .

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR *George Whitcomb* 3/15/2005 STATE *Dave Miles* MAR 8 2005
Contractor's signature Date Dave Miles, Operations Engineer Date
GEORGE S. WHITCOMB *D. P. Hino* APR 01 2005
Type or Print Name and Title PROJECT MGR Director, Division of Purchasing Date
CONTRACT RECEIVED AND
PROCESSED BY
DIVISION OF FINANCE
Director, Division of Finance APR 08 2005
Date

Denice McCarthy
Agency Contact Person

(801) 965- 4761

Telephone Number

(801) 965-4073

Fax Number

dmccarthy@utah.gov

Email Address

(Revision 08/26/2003)

ENT'D APR 12 2005
JUL 27 2005

STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees third party, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given thirty (30) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.

15. **WARRANTY:** The contractor agrees . warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
16. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution. and Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card.
20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
24. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-73, Utah Code Annotated, 1953, as amended).
25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Special Terms and Conditions; 3. Contractor Terms and Conditions.

(Revision date: Nov 21, 2003)

ATTACHMENT B

SCOPE OF WORK AND PRICING

This contract will provide the Utah Department of Transportation with equipment for a Highway Advisory Radio (HAR) system. The equipment to be provide are as follows:

AC POWERED FIXED SITE HIGHWAY ADVISORY RADIO EQUIPMENT

All equipment furnished shall meet or exceed all applicable FCC requirements. All equipment specified herein shall be new and shall be completely solid state.

Equipment items will be purchased separately.

1) Enclosure:

- A) NEMA-4 grade, gasket, with single door, aluminum enclosure and Panel.
- B) Single internal locking handle or padlocking handles.
- C) AC power service panel and ground bus.

2) Transmitter:

- A) High-efficiency Class D, AM broadcast band, designed specifically to meet the rigorous demands of HAR use.
- B) FCC approved and certified Travelers Information Service in the United States/Highway Advisory Radio under FCC Rules, Part 90.242.
- C) Operating frequency in accordance with the FCC license application and research (530-1720 kHz inclusive)
- D) Adjustable RF output power up to 10 watts

3) Antenna:

- A) Manufactured for and tuned to the same frequency as the transmitter
- B) Constructed of anodized aluminum with an adjustable stainless steel tuning tip
- C) Buffered from transmitter through lightning protection circuitry
- D) Mounting hardware and cables: pole mount or roof-top mount
- E) Self supporting and capable of withstanding severe weather conditions.

4) Digital Recorder/Programmer:

- A) Local and remote operation for all functions.
- B) Up to 250 broadcast messages of variable length, 20 storable message sequences
- C) Programmable: seven day, 24 hour
- D) Security code access
- E) Seven minutes of recording time
- F) Telephone line surge arrestor
- G) Remote interface to accept digital message inputs using text to speech technologies (i.e. MP3, WAV format)

5) Radial Ground System:

- A) Provide an electrical ground system compatible with the antenna.

6) Battery Backup System:

- A) Provide minimum battery capacity to operate all components of the system, including the transmitter operating at 10 watts output, for minimum of 72 hours with no external power source.

MOBILE HIGHWAY ADVISORY RADIO SYSTEM

All equipment furnished under this Contract shall meet or exceed all applicable FCC requirements. The equipment furnished to operate the mobile HAR system shall include all items necessary to operate the mobile highway advisory radio system continuously. All equipment specified herein shall be new and shall be completely solid state.

Mobile Highway Advisory Radio will be purchased as a complete unit.

- 1) Transmitter:
 - A) High-efficiency Class D, AM broadcast band, designed specifically to meet the rigorous demands of HAR use.
 - B) FCC approved and certified Travelers Information Service in the United States/Highway Advisory Radio under FCC Rules, Part 90.242.
 - C) Operating at any frequency in the AM band (530-1720 kHz)
 - D) Adjustable RF output power up to 10 watts
 - E) Rechargeable battery backup to maintain messages for one month, for protection during extended power outages.
- 2) Digital Recorder/Programmer
 - A) Local and Telephone remote operation for all functions.
 - B) Allows local and remote message recording, monitoring, and deletion independently
 - C) Up to 250 broadcast messages of variable length, 20 storable message sequences
 - D) Programmable: seven day, 24 hour
 - E) Security code access
 - F) Seven minutes of recording time
 - G) Telephone line surge arrestor
 - H) Remote interface to accept digital message inputs using text to speech technologies (i.e., MP3, WAV format)
- 3) Antenna
 - A) Shall be tuned to the approved station frequency and shall contain tuning tips or other method for fine tuning and adjustment.
 - B) Self supporting and capable of withstanding severe weather conditions.
 - C) Buffered from the transmitter and other components through lightning protection circuitry.
- 4) Battery Charging System
 - A) AC: 10A, 24 V DC battery chargers with low-voltage load disconnect.
 - B) DC: 20A, solar controller w/low voltage load disconnect; includes array voltmeter and ammeter
 - C) Enough 64-watt unbreakable solar panels, amorphous laminate design, on a tiltable, rotatable rack power system for lengths of time specified above.
 - D) Protection against overcharge.
- 5) Batteries
 - A) Sealed valve regulated construction
 - B) Immobilized electrolyte non-spillable.
 - C) Maintenance-free design never requires watering
 - D) Absorbed Glass mat batteries (.8) in 388 AH pack at 24 VDC, micro-porous glass separators.
 - E) Low self-discharge rate approximately 1% per month at 25 C (77 F).
 - F) Operation between -40 C (-40 F) and +72 C (+160 F)
- 6) Battery Cabinets
 - A) Weather-resistance steel construction, key lockable.

- B) Enough cabinets to house batters and battery fuses.
- 7) Storage Cabinet
 - A) Weather-resistance steel construction, key lockable.
 - B) Provides storage of groundplanes, assembly tools and replacement parts and fuses.
- 8) Security Cabinet
 - A) Weatherproof, gasket NEMA-4 steel construction.
 - B) Designed to house back panel with siring harness, local test phone.
 - C) Includes AC terminal block and power surge arrestor.
 - D) Key-lockable, keyed same as storage and battery cabinets.
- 9) Associate Materials
 - A) All wiring, connectors and mounting hardware shall be included.
- 10) Trailer
 - A) Constructed of heavy duty welded steel, equipped with fenders and four leveling jacks.
 - B) The trailer is to have heavy duty springs and automotive type wheels and tires.
 - C) The trailer is to be equipped with tail, stop, and directional lights.
 - D) The trailer and all of its components is to be of sufficient strength and rating to operate safely on the highway at legal speeds and off highway at slow speeds for short distances without bending, cracking, bottoming, or premature wear.

List of items and Pricing

| | Items provided | Unit price |
|----|--|-------------|
| | AC POWERED FIXED SITE HIGHWAY ADVISORY RADIO EQUIPMENT (Model: ITS6000-PMAL) | |
| | | |
| 1. | Transmitter Aluminum Enclosure (AC only) ¹ | \$1,495.00 |
| 2. | Transmitter Aluminum Enclosure (DC) ² | \$1,200.00 |
| 3. | *Battery Back up Closure (to be purchased with line item # 8) ³ | \$1,200.00 |
| 4. | Transmitter-unit | \$1,995.00 |
| 5. | Antenna- unit | \$1,379.00 |
| 6. | Digital Recorder /Programmer- unit | \$2,145.00 |
| 7. | Radial Ground System | \$650.00 |
| 8. | Battery Backup System | \$2,145.00 |
| | MOBILE HIGHWAY ADVISORY RADIO SYSTEM (MODEL ROADRUNNR) | |
| 9. | Complete Mobile Highway Advisory Radio System- on Trailer | \$27,995.00 |
| | | |

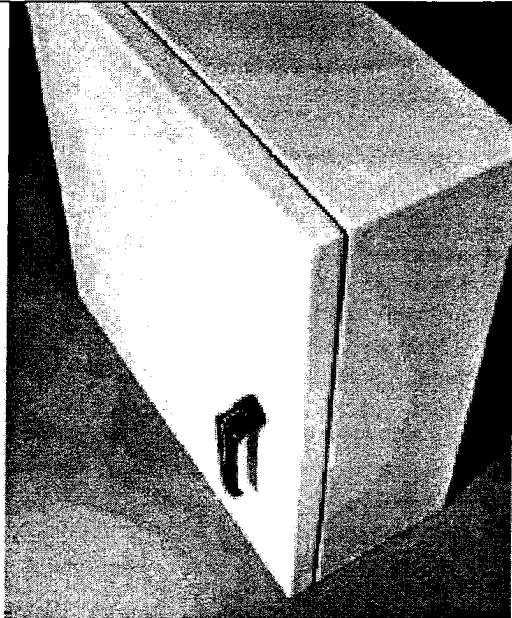
NOTE: Only one transmitter enclosure would be ordered per system. The two different styles offer greater flexibility for Utah to increase the cost savings if an AC-only system is desired, versus a system ordered with Battery Backup.

¹ This enclosure houses the transmitter, recorder and related items. It also includes power and telephone surge protection for AC-only systems.

² This enclosure houses the transmitter, recorder and related items when a system will be purchased with the battery backup option. It does not include power and telephone surge protection. That is accommodated in the battery backup system.

³ This enclosure is required when purchasing the battery backup option. It will house the batteries, charging equipment and include the power and telephone surge protection for those systems.

Information Station Specialists Standard Catalog Sheet:
40 x 24 x 12 Painted Aluminum Enclosure



Specifications:

Construction

- Enclosure Dimensions: 40 x 24 x 12 inches
 - Interior Panel: 37 x 21
 - Type 5052-H32 aluminum. Covers are .080 or .100 thick depending on size, bodies are .080 thick. Stiffeners are added where needed to meet UL requirements
 - Seams continuously welded and ground smooth for a finished appearance
 - Foam-in-place gasket provides an excellent environmental seal
 - 3-point latching (screwdriver slot) provides a tight, secure door seal, pad locking handle or a key-locking handle also available.
 - Door stop/wind latch holds door in place during service, making installation easier and safer
 - Easily removable door with hidden hinge and retained hinge pin. Maximum door load 50 lbs. (22.7kg)
 - Ground studs on body and door
- Finish
- Finish is RAL 7035 light gray textured
 - Interior panels are aluminum.

Industry Standards

- UL 508A, 508 Type 3, 3R, 4, 4X, 12
- CSA Type 3, 3R, 4, 4X, 12
- NEMA/EEMAC Type 3, 3R, 4, 4X, 12
- IEC 60529, IP66

ATTACHMENT C
SPECIAL TERMS AND CONDITIONS

Highway Advisory Radio & Equipment

1. **CONTRACT** This is a requirements contract to provide supplies for the Highway Advisory Radio for the Utah Department of Transportation state wide. Contract is for a period of Two (2) years with three (3) one year renewal options.

2. **QUANTITY OR AMOUNT ESTIMATES** State does not guarantee to purchase any amount under this contract. Estimated amounts are for bidding purposes only and are not to be construed as a guarantee to purchase any amount.

3. **PRICING** The Contractor agrees that the prices bid on materials/services in this contract shall be guaranteed for two (2) year.

ANY CHANGE REQUEST ON PRICES MUST GUARANTEE THE PRICE FOR TWO YEARS, AND MUST BE MADE AT LEAST THIRTY (30) DAYS PRIOR TO THE REQUESTED EFFECTIVE DATE. ANY SUCH REQUEST MUST INCLUDE SUFFICIENT DOCUMENTATION SUPPORTING THE REQUEST. REQUESTS FOR CHANGE ON ANY PRICING IN THIS CONTRACT SHALL NOT BE EFFECTIVE UNTIL IT IS APPROVED BY THE PROCUREMENT SUPERVISOR OR THE PROCUREMENT MANAGER OF THE UTAH DEPARTMENT OF TRANSPORTATION.

4. **WAGES** The Contractor shall be responsible for all applicable company wages in accordance with the federal, state, and local laws and ordinances.

5. **PURCHASE ORDERS** Prior to award of a Purchase Order(s) for each specific project; a detailed scope of work based upon the work requested shall be provided to the Regional Project Manager.

7. **INVOICING** THE CONTRACT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, PACKAGES AND ALL CORRESPONDENCE.

The State reserves the right to adjust incorrect invoices.

The State will remit payment by mail.

Invoices shall have all current and pertinent documentation supplied with the invoice as indicated below:

- Work order number (referenced to written estimate and authorization)
- Location and date of work
- Tabulation of quantities and contract unit prices
- Copy of OTDR test (if applicable); Light Test Sheets (section 13594 Fiber Optic Communication)
- All modifications to existing system redlined on department-furnished As-Build drawings, including splice detail sheets
- All required documentation as specified within pay-item descriptions
- Invoices shall be requested only upon completion of the work order
- Send invoices and documentation requirements for repair and maintenance work to:

Utah Department of Transportation
Traffic Operation Center
Attn. Joe McBride
2060 South 2760 West

ATTACHMENT C
SPECIAL TERMS AND CONDITIONS

Highway Advisory Radio & Equipment

Salt Lake City, Utah 84104-4592

Send Invoices and Documentation Requirements for new installation work to:

Utah Department of Transportation
Traffic Operation Center
Attn. Craig Wright
2060 South 2760 West
Salt Lake City, Utah 84104-4592

8. NON-ASSIGNMENT The Contractor shall not sublet, assign or transfer any part of the contract without prior written approval from the Procurement Supervisor or the Procurement Manager of the Utah Department of Transportation. The provision of monies due under this contract shall not be assignable without prior written approval from the Procurement Supervisor or the Procurement Manager of the Utah Department of Transportation.

11. NON – COMPETE CLAUSE The CONTRACTOR represents its officers and employees are free to contract with STATE and are not subject to restrictions by the terms of their present or past employment including, but not limited to an agreement not to compete for a period of time unless disclosure has been made. CONTRACTOR must disclose to the STATE any possible conflicts, in writing, before the contract is signed, and the STATE will evaluate whether to continue with contract execution. STATE may elect to terminate a contract immediately with a CONTRACTOR who is subsequently determined to be subject to such restrictions without liability to the STATE. If the STATE elects to terminate a contract for this reason, the STATE will supersede paragraph #12 in Attachment A - Standard Terms and Conditions and will not provide 30 day prior notice to the CONTRACTOR.

12. LIQUIDATED DAMAGES: CONTRACTOR agrees to delivery of items as quoted in this bid. Failure to deliver as quoted, constitutes an event of default. The actual damages to the Department of Transportation for delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the vendor shall pay to the Department of Transportation, liquidated damages for each calendar day of delay, an amount of \$50.00 per unit, up to a maximum of 90 calendar days (including pilot unit). Should the vendor be unable to complete the delivery at the end of the 90-day period, the Utah Department of Transportation may, at its option, treat the contract as breached, terminate the contract, purchase substitute goods else-where, and charge the full increase, if any, in cost and handling for such purchase to the defaulting vendor, and seek such additional relief as provided by law. The vendor shall not be charged for liquidated damages when delay arises out of causes beyond the control and without the fault or negligence of the vendor

13. COMPLETE DELIVERY Delivery shall not be deemed to be complete until the goods have been actually received and accepted by STATE, including setup and testing if applicable, notwithstanding any agreement to pay freight, express or other transportation charges.

14. NOTIFICATION All notices or correspondence given pursuant to this contract shall be sent to: